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26 DEUTSCHE ASSET MANAGEMENT, DEUTSCHE  
27 BANK AG, DEUTSCHE INVESTMENT  
28 MANAGEMENT AMERICAS, INC. SCUDDER  
DISTRIBUTORS, INC., TOM WINNICK

UNITED STATES DISTRICT COURT

IN AND FOR THE NORTHERN DISTRICT OF CALIFORNIA

LAWRENCE ROMANECK,  
Plaintiff,

vs.

DEUTSCHE ASSET MANAGEMENT, a  
Delaware corporation, DEUTSCHE BANK  
AG, a New York corporation, DEUTSCHE  
INVESTMENT MANAGEMENT  
AMERICAS, INC., a corporation,  
SCUDDER DISTRIBUTORS, INC., a  
corporation, TOM WINNICK, an  
individual, INDIVIDUAL DOES 1-50 and  
CORPORATE DOES 51-100, inclusive,  
Defendants.

Case No. C 05-02473 TEH

**STIPULATED PROTECTIVE ORDER**

WHEREAS, Plaintiff LAWRENCE ROMANECK (hereafter "ROMANECK") and Defendants DEUTSCHE ASSET MANAGEMENT et al (collectively "the parties") will produce confidential documents as part of initial disclosures pursuant to Federal Rule of Civil Procedure 26 and in response to discovery requests:

WHEREAS, certain materials may be requested by the parties in the course of discovery that constitute or contain personal, private, confidential or proprietary information ("Confidential Information"), as more fully defined below in Paragraph 1;

WHEREAS, counsel for the parties are willing to enter into a Stipulation and Order as a condition to the disclosure and use of any such Confidential Information and/or inspection and copying of any such Confidential Information;

WHEREAS, counsel for the parties agree that an Order containing the terms set forth herein may be entered by the Court without further notice in order to set forth guidelines for the use of Confidential Information, while allowing the opportunity for reasonable discovery;

WHEREAS, counsel for the parties agree that by entering into this Stipulated Protective Order, the parties do not waive any objection to producing Confidential Documents based on privacy or confidentiality objections; and

WHEREAS, counsel for the parties agree that they will abide by the terms of this Stipulated Protective Order during the period prior to the Court's execution of this Stipulated Protective Order, whenever that may be;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED AS FOLLOWS:

1. Confidential Information shall constitute information that qualifies for protection under F.R.C.P. 26(c), as well as information subject to a legally protected right of privacy or privilege.

2. Designation of Confidential Information.

(a) The parties shall indicate the confidential nature of documents and other information to be produced and/or the confidential nature of testimony by affixing the word "CONFIDENTIAL" thereon or by identifying or by designating such documents, other information, and/or testimony as Confidential Information in writing or on the record in a

1 deposition or other transcribed proceeding;

2 (b) The designation of Confidential Information shall appear on all documents or  
3 information containing such material, including portions of depositions, briefs or correspondence.  
4 Confidential designations to deposition transcripts shall be made on the record during such  
5 deposition or within (30) days after the party desiring such designation receives the transcript of  
6 such deposition;

7 (c) The non-producing party shall have the right to designate documents  
8 produced by the producing party as "CONFIDENTIAL" as defined in Paragraph 1. The non-  
9 producing party that designates documents produced by the producing party as  
10 "CONFIDENTIAL" shall immediately, and not later than thirty (30) days after the documents  
11 were produced, notify the producing party in writing of the "CONFIDENTIAL" designation and  
12 shall specifically identify the Bates numbers of the documents the non-producing party  
13 designated as "CONFIDENTIAL".

14 3. Confidential information shall be used solely for the preparation, trial and/or  
15 settlement of the action, and shall not be communicated or used for any other purpose whatsoever  
16 except as compelled by court order, or other legal process.

17 4. Confidential Information shall not be given, shown, made available,  
18 communicated, or disclosed to anyone other than:

19 (a) The attorneys of record in this action and their associated attorneys, legal  
20 assistants and staff members working on the action;

21 (b) The parties themselves and any employees, advisors, or agents of the parties  
22 who assist the parties or attorneys of record in this action; provided, however, that before any  
23 such person reviews or receives any Confidential Information, s/he must read a copy of this  
24 Stipulation and Protective Order and agree to abide by the same (per Exhibit A hereto) unless that  
25 person is or was otherwise authorized to review the Confidential Information at issue in the  
26 normal course of their job duties;

27 (c) Independent consultants and/or experts retained by the parties to work on the  
28 action; provided, however, that before any such consultant or expert is shown or receives any

1 Confidential Information s/he must read a copy of this Stipulation and Protective Order and agree  
2 to abide by the same (per Exhibit A hereto);

3 (d) Witnesses interviewed by a party's representatives or attorney, or persons  
4 deposed in this lawsuit, provided, however, that before any information, document or thing  
5 designated as Confidential Information is shown to a witness s/he must read a copy of this  
6 Stipulation and Protective Order and agree to abide by the same (per Exhibit A hereto) unless that  
7 person is or was otherwise authorized to review the Confidential Information at issue in the  
8 normal course of their job duties;

9 (e) Stenographic reporters and videographers engaged for depositions or other  
10 proceedings necessary to the conduct of the action;

11 (f) Such persons as the undersigned counsel for plaintiff and counsel for defendant  
12 shall mutually consent to in writing or on the record prior to the proposed disclosure; and

13 (g) The Court and Court personnel.

14 5. If a dispute arises as to the designation of materials as Confidential Information,  
15 the parties agree to attempt to resolve the issue in good faith. If the matter is not resolved by the  
16 parties themselves, the party challenging confidential status of information claimed to be  
17 restricted by this Stipulation and Protective Order shall bring the dispute before the Court for a  
18 determination. The party who designated the document confidential bears the burden of proving  
19 that the document should be designated as Confidential Information.

20 6. Except as expressly provided herein, nothing in this Stipulated Protective Order is  
21 intended to limit or have the effect of limiting either party's right to make use of such information  
22 for any purposes or uses permitted under the Federal Rules of Civil Procedure, the relevant Local  
23 Rules of the above-identified Court, or the Federal Rules of Evidence, at any time during the  
24 pretrial preparation or trial of this lawsuit or any time up to and including the entry of judgment  
25 and conclusion of any appeals taken therefrom. Accordingly, subject to the Federal Rules of  
26 Evidence, materials protected by this Stipulated Protective Order may be offered in evidence at  
27 trial or at any court hearing subject to such protective measures as may be directed by this Court.

28 7. This order shall in no way impair the right of any party to raise or assert a defense

1 or objection, including but not limited to defenses or objections to the production of documents or  
2 information and to the use, relevancy or admissibility at the trial of this litigation of any evidence,  
3 whether or not comprised of documents or information governed by this order.

4 8. Confidential Information shall be placed under seal in submissions to the Court  
5 only where redacting, coding identities, summarizing or other objective treatment cannot be  
6 made.

7 9. In the event that any Confidential Information not covered by paragraph 8 above is  
8 filed, included in, or referred to in any paper filed with the Court, counsel responsible for such  
9 filing shall submit the papers to the court along with a request to file under seal pursuant to Civil  
10 Local Rule 79-5.

11 10. The party designating material as "CONFIDENTIAL" shall have the right at any  
12 time to remove the "CONFIDENTIAL" designation from the material that designating party  
13 previously marked as Confidential Material. The designating party that removes the  
14 "CONFIDENTIAL" designation from the material the designating party previously marked as  
15 "CONFIDENTIAL" shall immediately notify the non-designating party in writing and shall  
16 specifically identify the Bates numbers of the Confidential Material from which the designating  
17 party removed the "CONFIDENTIAL" designation.

18 11. Neither the provisions of this Stipulated Protective Order, nor any designation or  
19 failure to designate any particular information, document or material by a party as Confidential  
20 Information shall, in this litigation, or any other litigation, constitute a waiver of the rights of a  
21 party to assert confidentiality with respect to any document, material, or information meeting the  
22 definition of Confidential Information in Paragraph 1 above. Upon discovery of an inadvertent,  
23 or otherwise, non-designation, the discovering party will immediately notify the opposing party  
24 and the information, document or material identified will be treated as if it had been originally  
25 designated as Confidential Information and will be subject to the terms of this Stipulated  
26 Protective Order.

27 12. Within sixty (60) days after the final termination of this action, including all  
28 appeals, all Confidential Information, all copies of such Confidential Information not covered by

1 paragraph 8 above, and all excerpts, notes, extracts, summaries, and analyses therefrom shall be  
2 returned to the party who produced the Confidential Information or the party in possession of  
3 such Confidential Information shall certify, under oath, that such material has been destroyed,  
4 except that counsel may retain one copy of each such document in a secure location which will  
5 ensure that the Confidential Information is not revealed to any person other than counsel's agents  
6 for three years, after which all such copies shall be destroyed or returned to the designating party.  
7 The documents retained pursuant to this exception shall be used solely for purposes of any client-  
8 related dispute, action or claim, and shall not be used or revealed for any other purpose except in  
9 response to a subpoena or other legal process. However, defendant agrees at the end of all  
10 litigation proceedings in this action to return or destroy plaintiff's medical information that  
11 defendant claims in discovery during this litigation.

12 The parties hereby jointly apply to the Court for entry of an Order in accordance with the  
13 terms of this Stipulation.

14 13. The Order entered pursuant to the terms of this Stipulated Protective Order shall be  
15 without prejudice to the rights of any party to seek modification of its provisions upon motion  
16 duly noticed and served.

17 14. The provisions of the Order entered pursuant to the terms of this Stipulated  
18 Protective Order shall, absent written consent of the parties hereto, continue to be binding after  
19 the conclusion of this action, and the Court shall retain jurisdiction for the purpose of ensuring  
20 compliance with the Order and granting such other and further relief as may be necessary.

21 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD

22  
23 Dated: February 16, 2006

THE ARMSTRONG LAW FIRM

24  
25 By:   
26 Kelly Armstrong  
27 Attorney for Plaintiff LAWRENCE ROMANECK

1 Dated: February 16, 2006

THE BRADY LAW FIRM

By: 

Steven J. Brady

Attorney for Plaintiff LAWRENCE ROMANECK

5 Dated: February 16, 2006

MORGAN LEWIS & BOCKIUS LLP

By: 

Brian L. Johnson

DEUTSCHE ASSET MANAGEMENT,

DEUTSCHE BANK AG, DEUTSCHE

INVESTMENT MANAGEMENT AMERICAS,

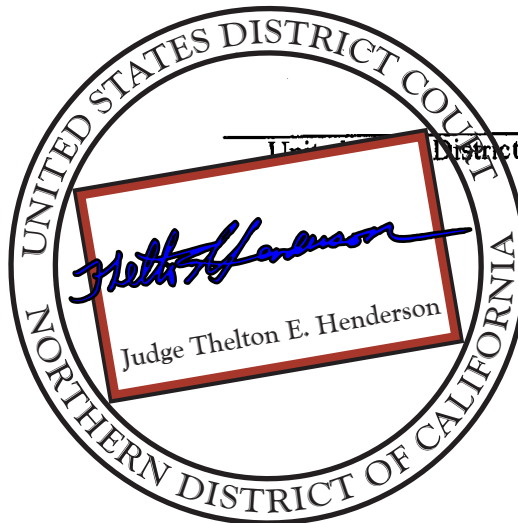
INC. SCUDDER DISTRIBUTORS, INC., TOM

WINNICK

13 PURSUANT TO STIPULATION, IT IS SO ORDERED.

16 DATED: 02/22/06

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District Court Judge



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**EXHIBIT A**

AGREEMENT TO BE BOUND BY CONFIDENTIALITY AGREEMENT

I, the undersigned, hereby acknowledge that I have received a copy of the foregoing Stipulated Protective Order (the “Agreement”), have read same and agree to be bound by all provisions thereof. I irrevocably submit myself to the jurisdiction of the United States District Court, Northern District of California for purposes of the enforcement of this Agreement. I understand that if I violate the terms of the Agreement, I may be subject to appropriate sanctions by the Court.

DATED: \_\_\_\_\_  
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